

## SUB-SUBLEASE AGREEMENT

**THIS SUB-SUBLEASE AGREEMENT** (this “*Sub-Sublease*”), dated as of August \_\_\_, 2023 (the “*Effective Date*”), between **WEST MARINE PRODUCTS, INC.**, a Florida corporation (“*Sub-Sublandlord*”), and **CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation (“*Sub-Subtenant*”).

### R E C I T A L S:

- A. Sub-Sublandlord is a party to that certain Amended and Restated Sublease Agreement dated December 23, 2021, by and between KEMET Corporation, a Delaware corporation, as sublandlord (“*Sublandlord*”), and Sub-Sublandlord, as subtenant (the “*Sublease*”), a copy of which is attached hereto as Schedule A, for the premises described therein comprising the First Floor Premises, Second Floor Premises, Third Floor Premises, and Fourth Floor Premises, each as further defined in the Sublease, containing an aggregate 53,137 rentable square feet (the “*Sublease Premises*”), located at One East Broward Blvd., Fort Lauderdale, Broward County, Florida 33301 (the “*Building*”). The term of the Sublease expires January 30, 2030.
- B. The Sublease is subject to that certain Office Lease dated June 27, 2017, to which 1 East Broward Owner, LLC, a Delaware limited liability company, as successor to One Broward Blvd Holdings, LLC, as landlord (“*Landlord*”), and Sublandlord, as tenant, are parties, as amended by that certain First Amendment to Lease dated November 2, 2017 (together, the “*Master Lease*”), a copy of which is attached to the Sublease, for the premises described therein containing 64,095 rentable square feet (the “*Master Lease Premises*”), located in the Building. The term of the Master Lease expires January 31, 2030.
- C. Sub-Subtenant desires to sublease from Sub-Sublandlord a portion of the Sublease Premises comprising the entire First Floor Premises and the entire Second Floor Premises, containing 32,781 rentable square feet (the “*Sub-Sublease Premises*”), located in the Building, and as further depicted on attached Schedule B, on the terms and conditions set forth in this Sub-Sublease, together with all rights and appurtenances belonging to Sub-Sublandlord under the Sublease as to the Sub-Sublease Premises.

**NOW, THEREFORE**, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term; Extension.**

- (a) Term. Subject to compliance with conditions set forth herein, Sub-Sublandlord hereby subleases the Sub-Sublease Premises to Sub-Subtenant, and Sub-Subtenant hereby subleases the same from Sub-Sublandlord, for a term of sixty-four (64) months (the “*Term*”) commencing October 1, 2023 (the “*Commencement Date*”) and expiring January 31, 2029 (the “*Expiration Date*”), unless sooner terminated pursuant to the terms of the Master Lease, the Sublease (through no fault of Subtenant), this Sub-Sublease, or by operation of law.
- (b) Term Extension. As long as Sub-Subtenant is not then in default under this Sub-Sublease and has remained in good standing throughout the Term, Sub-Subtenant

shall have the option to extend the Term for a period of twelve (12) months (the “*Term Extension*”). If Sub-Subtenant desires to exercise the Term Extension, then Sub-Subtenant must deliver written notice to Sub-Sublandlord not later than July 31, 2028, upon which notice timely delivered the Expiration Date under this Sub-Sublease automatically shall be extended to January 30, 2030. If Sub-Subtenant fails to provide timely written notice of its intent to exercise the Term Extension as provided above, then at Sub-Sublandlord’s election, Sub-Subtenant shall be deemed to have waived any right to exercise the Term Extension. Except as provided above, Sub-Subtenant has no other rights or options to extend or renew the Term of this Sub-Sublease.

2. **Conditions Precedent.** This Sub-Sublease shall have no force and effect unless, not later than [\_\_\_\_], 2023, each of the following conditions shall have been satisfied:

- (a) **Sub-Sublease Approval.** Sub-Sublandlord and Sub-Subtenant have executed this Sub-Sublease and the governing body of the Sub-Subtenant has approved execution and delivery of this Sub-Sublease at a duly called properly noticed meeting at which a quorum was present.
- (b) **Landlord and Sublandlord Consent.** Landlord and Sublandlord (including Landlord’s mortgage lender and any other parties required under the Master Lease or the Sublease) have delivered to Sub-Sublandlord and Sub-Subtenant their written consent to this Sub-Sublease given pursuant to the terms of the Master Lease and the Sublease (the “*Consent*”), in form and content reasonably acceptable to Sub-Sublandlord and Sub-Subtenant.
- (c) **Estoppel Certificates.** Landlord, Sub-Sublandlord and Sublandlord have delivered lease estoppel certificates prepared by Landlord’s counsel certifying unto Landlord, Landlord’s mortgage lender, and Sub-Subtenant that the Master Lease, the Sublease (both the Amended and Restated and Original Sublease) and any other Lease between Landlord and Sublandlord are in full force and effect without any defaults to the knowledge of Landlord, Sublandlord or Sub-Sublandlord confirming the terms and expiration date of the Master Lease and Sublease, confirming the Rent Commencement Date of the Master Lease, confirming that there are no brokerage commissions payable in connection with the Master Lease, the Sublease or the Sub-Sublease or if any, that the same have been paid in full, confirming that all landlord work and tenant work contemplated under the Master Lease and the Sublease has been completed, confirming that all parties have reached a mutual agreement regarding splitting the “Excess Rent”, and containing such other information reasonably requested by Sub-Subtenant, and that the Consent does not change or amend any terms or conditions of the Master Lease, the Sublease or Landlord’s original consent to the Sublease (“*Certificates*”).
- (d) **Intentionally Omitted.**
- (e) **Intentionally Omitted.**
- (f) **Disclosure of Beneficial Interests.** Sub-Sublandlord has provided the beneficial interest disclosures as required pursuant to Section 286.23, Florida Statutes.

Sub-Sublandlord shall be responsible for payment of Landlord's legal and other fees relating to the approval of this Sub-Sublease, including but not limited to costs incurred by Landlord related to securing approval of Landlord's mortgage lender.

3. **Use.**

(a) **Permitted Use.** Sub-Subtenant shall use and occupy the Sub-Sublease Premises for the purposes set forth in Section 4 of the Sublease, and for no other purpose (the "***Permitted Use***"). Governmental or municipal uses shall be deemed permitted uses. Sub-Subtenant's occupancy of the Sub-Sublease Premises shall be subject to all the use restrictions and prohibitions contained in the Master Lease and Sublease, and in conformity with all rules and regulations established by Landlord to which Sub-Sublandlord currently, or at any time hereafter, is bound pursuant to the terms of the Master Lease and Sublease, including, without limitation, the rules and regulations described in the Master Lease. Subject to and in accordance with the terms of the Master Lease and Sublease, the Building will be accessible to Sub-Subtenant, its agents, servants, employees, contractors, invitees or licensees at all times other than in an emergency. Sub-Subtenant shall obtain, at its sole cost and expense, any approvals, licenses or permits required in connection with Sub-Subtenant's use, occupancy and operation of the Sub-Sublease Premises for the Permitted Use.

(b) **Use Restrictions.** The Second Floor Premises shall not be used or made available for access or occupancy by the general public, except lobbyists, citizens, vendors, agents or other individuals or representative of entities who have municipal, governmental, regulatory, contractual or proprietary matters to discuss with governmental officials, employees or staff shall be permitted on the second floor. All visitors must comply with the Building's access and security requirements as they exist from time to time including signing in and registering with the Building's security officers prior to gaining access to the second floor. Use, access and occupancy of any portion of the First Floor Premises by the general public for community events, conferences or meetings shall be subject to appropriate security standards and measures provided by Sub-Subtenant as its sole cost and expense, including, but not limited to, the presence of armed City of Fort Lauderdale police officers throughout any meetings attended by the general public and the requirement that such use shall not interfere with the use, access and occupancy of common areas located on the ground floor of the Building by other tenants and occupants of the Building.

4. **Rent.**

(a) **Gross Lease; Exceptions.** Sub-Sublandlord and Sub-Subtenant acknowledge that the terms for payment of rent under the Sub-Sublease are intended to be on a "gross" basis, such that Fixed Rent as provided below shall be inclusive of all costs of ownership, maintenance or operation of the Building and the Sub-Sublease Premises, such as signage rights, maintenance expenses, utilities, taxes and insurance, whether or not treated as a pass-through expense by Landlord to Sublandlord under the Master Lease, or by Sublandlord to Sub-Sublandlord under the Sublease. Notwithstanding the foregoing, overtime HVAC charges requested

by Sub-Subtenant shall be per the Master Lease and payable by Sub-Subtenant. As a governmental entity, Sub-Subtenant is exempt from paying sales taxes and will provide a copy of its Certificate of Exemption if requested. So long as Sub-Subtenant is a governmental entity Sub-Subtenant shall be permitted to self-insure under the provisions of Section 768.28, Florida Statutes, as same may be amended from time to time for commercial general liability coverage, without deductibles, “All Risk” property insurance, worker’s compensation and employer’s liability coverage. As a governmental entity, business interruption insurance is not required.

(b) Fixed Rent. All of Sub-Subtenant monetary obligations set forth in this Sub-Sublease are subject to and conditioned on the annual budget appropriation therefor by Sub-Subtenant’s governing body, to wit, the City Commission of the City of Fort Lauderdale, Florida; it being understood and agreed that, in the event the City Commission of the City of Fort Lauderdale, Florida does not appropriate the funds necessary to satisfy the monetary obligations of Sub-Subtenant for any fiscal year, then Sub-Subtenant shall have the right to terminate this Sub-Sublease upon thirty (30) days written notice to Sub-Sublandlord. Fixed annual rent under this Sub-Sublease (“*Fixed Rent*”) shall payable in equal monthly installments in accordance with and subject to annual Fixed Rent adjustments as follows:

| <u>Term Year</u>                      | <u>Per Rentable s.f.</u> | <u>Annual Rent</u> | <u>Monthly Rent</u> |
|---------------------------------------|--------------------------|--------------------|---------------------|
| Commencement Date to January 31, 2024 | \$ 39.50                 | \$1,294,849.50     | \$107,904.13        |
| February 1, 2024 to January 31, 2025  | \$ 40.69                 | \$1,333,684.98     | \$111,140.42        |
| February 1, 2025 to January 31, 2026  | \$ 41.91                 | \$1,373,705.83     | \$114,475.49        |
| February 1, 2026 to January 31, 2027  | \$ 43.16                 | \$1,414,917.01     | \$117,909.75        |
| February 1, 2027 to January 31, 2028  | \$ 44.46                 | \$1,457,364.52     | \$121,447.04        |
| February 1, 2028 to January 31, 2029  | \$ 45.79                 | \$1,501,085.46     | \$125,090.46        |
| <u>Extended Term</u>                  |                          |                    |                     |
| February 1, 2029 to January 30, 2030  | \$ 47.17                 | \$1,546,118.02     | \$128,843.17        |

(c) Payment. Sub-Subtenant shall pay each installment of Fixed Rent to Sub-Sublandlord not later than the 20th day of each calendar month preceding the calendar month for which such Fixed Rent is accrued, commencing with the first installment of Fixed Rent payable not later than 20 days prior to the Commencement Date for credit to Fixed Rent accruing from and after the Commencement Date. Fixed Rent shall be payable without

any offset or deduction of any kind whatsoever except as otherwise provided herein. If payment of any installment of Fixed Rent or any other sum due from Sub-Subtenant is not made when due, then Sub-Sublandlord may impose a late charge, due on demand, of five percent (5%) of any installment of Fixed Rent that is not received in accordance with the Broward County Code of Ordinances, Section 1-51.6 Prompt Payment Policy (the “**Prompt Payment Policy**”). Any such late charge is in lieu of interest on such installment, but it otherwise is in addition to, and does not waive or limit, or otherwise impair, any other right or remedy of Sub-Sublandlord. Notwithstanding the foregoing, the aforementioned late charge shall not apply in the first instance of non-payment of Fixed Rent during any twelve (12) month period, unless and until Sub-Sublandlord provides Sub-Subtenant with written notice thereof and five (5) days thereafter in which to cure the same. Sub-Subtenant shall not be in default for non-payment of rent, late charges or interest unless such rent, late charges or interest are not paid in accordance with due dates and limitations set forth in the Prompt Payment Policy.

- (d) If the Sub Sub-Landlord and Sub-Landlord are entitled to an abatement of rent as set forth in Section 9(c)(ii) of the Master Lease and any other sections of the Master Lease or the Sub-Lease, then the Sub-Subtenant shall be entitled to an abatement of rent under this Sub-Sublease Agreement.

5. **Condition of Premises; Delivery of Possession; Quiet Enjoyment.**

(a) **Condition of Sub-Sublease Premises.**

- (i) **Premises.** Sub-Sublandlord shall tender exclusive possession, use and occupancy of the Sub-Sublease Premises on the Possession Date (as defined below), and Sub-Subtenant agrees to accept possession of the Sub-Sublease Premises in its then “as is” condition on the Possession Date. Sub-Subtenant acknowledges and agrees that Sub-Sublandlord does not make any representations or warranties with respect to (i) the condition of the Sub-Sublease Premises, or the fixtures or equipment therein, including, without limitation, the telephone and data cabling, electrical, mechanical, plumbing, alarm, and heating, air conditioning and ventilation systems, if any; provided, however, that Sub-Sublandlord shall deliver the Sub-Sublease Premises to Sub-Subtenant in a broom clean condition, free of all personal property, other than the Included Property (as defined in Section 5(c) below), with all building systems serving the Sub-Sublease Premises in working order to the extent such systems are under Sub-Sublandlord’s control or otherwise in accordance with the Sublease, or (ii) whether the Sub-Sublease Premises is in compliance with any laws, regulations, rules, ordinances, or any other requirements having the effect of law (including, without limitation, compliance with any safety requirements and the Americans with Disabilities Act). Sub-Subtenant acknowledges and agrees that Sub-Sublandlord shall not be required to make any alterations, improvements, installations, or repairs, to prepare the Sub-Sublease Premises for Sub-Subtenant’s occupancy. Sub-Subtenant shall be responsible for creating, maintaining and operating its own key card security access system for the Sub-Sublease Premises (the “**Security System**”). Installation, maintenance, replacement, and removal of the

Security System shall be at Sub-Subtenant's expense. Sub-Subtenant shall be responsible, at its expense, for removing the Security System at the end of the Term and repairing any damage caused by such removal.

(ii) Included Property. Sub-Subtenant shall have the exclusive right of possession and use of the personal property, equipment, furniture and equipment as identified on attached Schedule C (the "***Included Property***"), now located at the Sub-Sublease Premises, as an appurtenance to this Sub-Sublease. Sub-Subtenant acknowledges and agrees that Sub-Sublandlord shall retain ownership and title to the Included Property during the Term. If Sub-Subtenant does not elect to exercise the Term Extension, then title to the Included Property shall remain with Sub-Sublandlord and possession thereof shall be turned over to Sub-Sublandlord on or prior to the Expiration Date in good working order and condition, reasonable wear and tear, and normal depreciation and obsolescence excepted. If Sub-Subtenant timely exercises the Term Extension, and Sub-Subtenant is not in default of any of the terms and conditions of this Sub-Sublease, then Sub-Sublandlord shall convey all of Sub-Sublandlord's right, title and interest in the Included Property to Sub-Subtenant on or before the Expiration Date. Sub-Subtenant acknowledges and agrees that Sub-Sublandlord shall convey the Included Property to Sub-Subtenant in its "as is" condition, and without any representations or warranties, express or implied by Sub-Sublandlord except for good title. In consideration of the transfer of the Included Property from Sub-Sublandlord to Sub-Subtenant, Sub-Subtenant agrees to pay to Sub-Sublandlord the sum of One Dollar (\$1.00), and to remove the Included Property from the Sub-Sublease Premises on or prior to the Expiration Date, at Sub-Subtenant's sole cost and expense. Sub-Subtenant shall be liable to Sub-Sublandlord shall for all damages, costs and expenses arising from its failure to remove the Included Property from the Sub-Sublease Premises prior to the Expiration Date, including, without limitation, holdover expenses as set forth elsewhere below. . Sub-Sublandlord represents and warrants that the Included Property is free and clear of all liens, judgments, security interest, mortgage, pledge and other encumbrances of any kind or nature. Further, Sub-Subtenant shall have no liability for the security deposit under the Sublease; it being the intent that any accounting for, reconciliation or obligation to refund shall be settled between the Sub-Sublandlord and the Sub-Landlord.

(iii) Signage; Roof Installations.

(A) City Signage. Subject to separately obtaining Landlord's express written approval, which may be withheld in Landlord's sole, absolute, and unfettered discretion, and may be withheld for any reason or no reason at all, Sub-Subtenant may install exterior and interior ground floor signage identifying Sub-Subtenant's operations in the Building, (the "***City Signage***"). If approved by Landlord, the City Signage shall be installed and maintained at the sole cost and expense of Sub-Subtenant. Sub-Subtenant also shall

be responsible for the removal of all City Signage upon the termination of this Sub-Sublease at the sole cost and expense of Sub-Subtenant.

- (B) Communications Antenna. Subject to separately obtaining Landlord's express written approval, which may be withheld in Landlord's sole, absolute, and unfettered discretion, and may be withheld for any reason or no reason at all, Sub-Subtenant may install a satellite dish or communications antenna on the roof of the Building for the purpose of supporting Sub-Subtenant's operations in the Building, on and subject to the terms of Section 43 of the Master Lease, which terms include Sub-Subtenant's entry into a Rooftop Agreement in the form specified in the Master Lease, and further subject to Sub-Sublandlord's reserved rights for its own satellite dish and communications antenna supporting Sub-Sublandlord's continuing operations in the Building.
- (b) Delivery of Possession. Sub-Subtenant may take early possession of the Sub-Sublease Premises up to fifteen (15) days prior to the Commencement Date, for the purpose of preparing the Sub-Sublease Premises for occupancy and use, including delivery and installation of Sub-Subtenant's furnishings, fixtures, equipment and other personal property ("***Sub-Subtenant's Property***"). "***Possession Date***" shall mean that date which is the earlier to occur of (i) Sub-Subtenant's initial entry onto the Sub-Sublease Premises in accordance with this Section 5(b), or (ii) the Commencement Date. Sub-Subtenant shall not be required to pay Fixed Rent during such early possession period, it being understood that Fixed Rent does not begin to accrue until the Commencement Date pursuant to Section 4 above.
- (c) Maintenance and Repair. During the Term, subject to Landlord's maintenance and repair obligations under the Master Lease, Sub-Subtenant shall keep the interior non-structural portions Sub-Sublease Premises in good condition and repair, and shall not allow any damage, deterioration, or loss to occur with respect thereto, other than ordinary wear and tear. Sub-Subtenant shall be responsible for maintenance, repair or replacement of any damage in excess of ordinary wear and tear as provided under the Master Lease and the Sublease. Sub-Subtenant shall be responsible for maintaining the HVAC Agreement in full force and effect as to the Sub-Sublease Premises during the Term.
- (d) Surrender at Expiration. Upon expiration or earlier termination of this Sub-Sublease, Sub-Subtenant shall surrender the Sub-Sublease Premises (including the fixtures and appurtenances therein) to Sub-Sublandlord, vacant, broom-clean, free of any tenants or occupants with rights of possession, in good order and repair, ordinary wear and tear and any damages caused by casualty loss or condemnation excepted, including removal of the Included Property and Sub-Subtenant's Property from the Sub-Sublease Premises, and removal of any of Sub-Subtenant's Alterations that were agreed by the parties to be Subtenant's responsibility to be removed. Sub-Subtenant hereby expressly acknowledges and agrees that upon expiration or earlier termination of this Sub-Sublease, Sub-Subtenant shall have

responsibility for any damage caused in connection with removal of Sub-Subtenant's Alterations, the Included Property and Sub-Subtenant's Property, and shall restore the Sub-Sublease Premises to the standards of the Master Lease and Sublease. Sub-Sublandlord shall have the option of requiring Sub-Subtenant to remove any and all security, telecommunications and/data transmission systems, wiring and equipment, including all wiring, cables, conduits and related fixtures or installations ("**Sub-Subtenant's Systems**") prior to the surrender of the Sub-Sublease Premises. Costs of removal of any or all of the Sub-Subtenant's Alterations, the Included Property, the Sub-Subtenant's Property or the Sub-Subtenant's Systems shall be at the sole cost and expense of Sub-Subtenant. Any property of Sub-Subtenant or any occupant that remains in or on the Sub-Sublease Premises after the termination of this Sub-Sublease may, at the option of Sub-Sublandlord and without notice to Sub-Subtenant, be deemed to have been abandoned by Sub-Subtenant or such occupant, and either may be retained by Sub-Sublandlord as its property or be disposed of without accountability to Sub-Subtenant or any occupant, in such manner as Sub-Sublandlord may see fit.

- (e) **Holdover.** If Sub-Subtenant fails to vacate the Sub-Sublease Premises at the expiration or earlier termination of the Term, Sub-Subtenant shall be liable to Sub-Sublandlord in the exact amount of any financial liability that Sub-Sublandlord has to Sublandlord under the Sublease as a result of such holdover.
- (f) **Quiet Enjoyment.** Sub-Sublandlord covenants that, to the extent the same is under the control of Sub-Sublandlord, Sub-Subtenant may peaceably and quietly enjoy the Sub-Sublease Premises without disturbance by Subtenant or any person claiming by, through or under Sub-Sublandlord, subject nevertheless to the terms and conditions of this Sub-Sublease, the Sublease and the Master Lease and any mortgages to which this Sub-Sublease may be subordinate.

6. **Assignment and Subletting.** Sub-Subtenant may not transfer any of its rights under this Sub-Sublease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner (any of which, a "**Transfer**") nor shall the Sub-Sublease be modified in any manner, without Landlord's consent, which may be withheld in Landlord's sole, absolute, and unfettered discretion, and may be withheld for any reason or no reason at all. Without limiting the generality of the foregoing, Sub-Subtenant may not sublease, assign, mortgage, encumber, or permit any portion of the Sub-Sublease Premises to be occupied by third parties. Any purported Transfer by Sub-Subtenant without the prior written consent of Landlord, Sublandlord, and Sub-Sublandlord shall be deemed null and void, and of no force or effect.

7. **Alterations.** Sub-Subtenant shall not be permitted to perform any alterations, installations, improvements, additions, or other physical changes in, on, or about, the Sub-Sublease Premises ("**Sub-Subtenant Alterations**"), without the prior written consent of Landlord, Sublandlord and Sub-Sublandlord in accordance with and subject to the terms and conditions of the Master Lease, the Sublease or this Sub-Sublease. As a condition to granting consent to any proposed Sub-Subtenant Alterations, Landlord, Sublandlord or Sub-Sublandlord may require Sub-Subtenant to remove such Sub-Subtenant Alterations and repair any damage caused by such removal prior to the end of the Term. Sub-Subtenant shall complete any approved Sub-Subtenant Alterations in a



good and workmanlike manner in accordance with all building codes and regulations, and sound construction practices. Sub-Subtenant shall not permit any liens to be filed against the Building or any portion thereof, nor shall Sub-Subtenant have the power to subject Landlord's or Sublandlord's interests in the Building to any mechanics' liens and the provisions relating to Notice of Non Responsibility of Florida Statutes 713.10 are incorporated herein by reference.

8. **Master Lease and Sublease.**

- (a) **Subordinate.** This Sub-Sublease is expressly made subject and subordinate to the terms and conditions of the Master Lease and the Sublease, and to any and all mortgages to which the Master Lease and Sublease may be, or become, subject and subordinate. Unless otherwise defined herein, all capitalized terms used in this Sub-Sublease shall have the meanings set forth in the Master Lease or Sublease. This Sub-Sublease shall be, and Sub-Subtenant accepts this Sub-Sublease, subject to any future amendments and supplements to the Master Lease or Sublease; provided, that any such future amendment and supplement to the Master Lease or Sublease does not violate the provisions of Section 8(d) below.
- (b) **Subject to Terms.** Except as expressly provided for herein to the contrary, or otherwise inconsistent with this Sub-Sublease, and except to the extent not applicable to the Sub-Sublease Premises, the terms of the Master Lease and Sublease are incorporated herein by reference including, among other things, definitions and constructions therein contained, are hereby incorporated in and made part of this Sub-Sublease with the same force and effect as though set forth at length herein, it being understood that references in the Master Lease to (i) the "premises", "subleased premises", "Premises", or words of similar import shall be deemed to refer to the "Sub-Sublease Premises" hereunder, (ii) "Landlord" and "Tenant" shall be deemed to refer to "Sub-Sublandlord" and "Sub-Subtenant" hereunder, respectively, (iii) "Base Rent" or "annual rent" shall be deemed to refer to the "Fixed Rent" hereunder, (iv) the "term of this Lease" or words of similar import shall be deemed to refer to the "Term of this Sub-Sublease" and (v) "this Lease" or "this lease" shall be deemed to refer to "this Sub-Sublease"; provided, however, that if there is any conflict between the terms and conditions of the Master Lease or Sublease and the terms and conditions of this Sub-Sublease, then solely as between Sub-Sublandlord and Sub-Subtenant, the terms and conditions of this Sub-Sublease will be controlling. Sub-Subtenant hereby assumes and agrees to perform all of Sub-Sublandlord's obligations under the Sublease and to comply with, and abide by, the terms and conditions thereof, only insofar as the same relate to the Sub-Sublease Premises and to Sub-Subtenant's use and occupancy thereof, and except (w) for Sub-Sublandlord's obligation to pay rent, additional rent and other payment obligations under the Sublease, (x) for obligations of Sub-Sublandlord arising from a default by Sub-Sublandlord under the Sublease (except for a default by Sub-Subtenant, directly or indirectly, related to an act or omission by Sub-Subtenant hereunder) or as a result of the willful misconduct or gross negligence of Sub-Subtenant, (y) if the context otherwise requires or as otherwise expressly provided herein, and (z) to the extent any provision of the Master Lease is expressly excluded from the Sublease pursuant to the terms thereof, or any provision of the Sublease is expressly excluded from this

Sub-Sublease as provided herein. Sub-Subtenant shall be entitled to the benefit of any services furnished by the Landlord under the Master Lease or privileges, rights and benefits under the Sublease. Notwithstanding anything contained herein to the contrary, this Sub-Sublease shall not be subject to application of any provision of the Master Lease or Sublease that would confer upon Sub-Subtenant a greater right, or impose upon Sub-Subtenant a greater obligation, than that expressly provided for in this Sub-Sublease. Notwithstanding this section, all parties acknowledge as a public entity, the Sub-Subtenant is subject to the public record laws of the state of Florida and unless an exemption exists, cannot comply with Section 41(o) of the Master Lease. Further, in the event, the Sub-Subtenant is liable under the indemnity provisions of the Sublease or Master Lease, such indemnity is subject to conditions and limitations of Section 768.28, Florida Statutes, as amended or revised from time to time. In the event of a material default under the Master Lease by Sublandlord or under the Sublease by Sublandlord or Sub-Sublandlord, Sub-Subtenant shall have the right, in its sole election, to terminate this Sub-Sublease upon sixty (60) days written notice and thereafter shall vacate the Sub-Sublease Premises and shall be released from any further liability under this Sub-Sublease Agreement.

Without limiting the generality of the foregoing, the following provisions of the Sublease, and the interests, rights and obligations of Sublandlord and Sub-Sublandlord with respect thereto, are excluded from this Sub-Sublease and the sub-subleasehold interest granted herein and Sub-Subtenant shall have no liability or obligation to comply with these provisions:

- (i) Section 12 - Parking.
  - (ii) Section 13 - Signage; Roof Rights.
  - (iii) Section 26 - Server Room; Security Entry System.
  - (iv) Section 27(b) - Wi-Fi Agreement.
  - (v) Generally, any indemnification obligations of Sub-Sublandlord, as subtenant under the Sublease, except to the limited extent permissible by waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes.
- (c) Notice to and from Landlord or Sublandlord. If any right or remedy of Sub-Subtenant under this Sub-Sublease is or may be subject to any duty or obligation on the part of Landlord to be performed under the Master Lease or the Sublease, the performance of which may be subject to or conditioned upon Sub-Subtenant's notice to Sub-Sublandlord, or Sub-Sublandlord's notice to Landlord or Sublandlord, then, at Sub-Subtenant's election, Sub-Subtenant may deliver such notice directly to Landlord; provided, however, that contemporaneously with Sub-Subtenant's delivery of such notice to Landlord, Sub-Subtenant shall deliver a copy of such notice to Sub-Sublandlord. Within three (3) business days after Sub-Sublandlord's receipt or delivery of written or verbal notice from Landlord or Sublandlord, as the case may be, specifying that a default has occurred under the

Master Lease or the Sublease, or informing a party to the Master Lease or the Sublease that the Master Lease or the Sublease will be terminated prior to the expiration of the applicable term thereof, Sub-Sublandlord shall deliver a copy of such notice to Sub-Subtenant.

- (d) Amendments. Sub-Sublandlord, as subtenant under the Sublease, agrees not to amend the Sublease if such amendment will (a) adversely affect Sub-Subtenant's use of the Sub-Sublease Premises or (b) increase or enlarge Sub-Subtenant's obligations under this Sub-Sublease.
- (e) Performance. Sub-Sublandlord covenants and agrees not to do or suffer or permit any act or thing to be done or suffered which would or might (a) cause a violation of the Master Lease or otherwise cause Sublandlord to become liable for any damages, claims or penalties, cause Sublandlord to be in default under the Master Lease, or cause the Master Lease or the rights of Sublandlord thereunder to be cancelled, terminated or forfeited, or (b) cause a violation of the Sublease or otherwise cause Sub-Sublandlord to become liable for any damages, claims or penalties, cause Sub-Sublandlord to be in default under the Sublease, or cause the Sublease or the rights of Sub-Sublandlord thereunder to be cancelled, terminated or forfeited.
- (f) Sub-Sublandlord Representations and Warranties. Sub-Sublandlord represents and warrants that the Sublease is in full force and effect and has not been amended or modified, and to Sub-Sublandlord's knowledge there are no existing defaults or breaches by Sub-Sublandlord under the Sublease. Sub-Sublandlord covenants and agrees it has a continuing obligation during the remainder of the term to comply with and abide by the terms and conditions of the Sublease and Master Lease as to the third and fourth floor of the Building. Sub-Sublandlord represents and warrants that it is a Florida corporation in good standing under the laws of the State of Florida and that the persons executing this Sub-Sublease Agreement on behalf of the Sub-Sublandlord have been duly authorized to do so and this Sub-Sublease is enforceable against and binding against Sub-Sublandlord in accordance with its terms.

9. **Default and Remedies**

- (a) Defaults. Sub-Subtenant shall be in default hereunder if (a) Sub-Subtenant fails to pay when due any rent or any other sum to be paid by Sub-Subtenant to Sub-Sublandlord hereunder which failure is not paid in accordance with the Prompt Payment Policy after written notice from Sub-Sublandlord; or (b) Sub-Subtenant fails to observe and perform any of the other terms, covenants, conditions and/or rules and regulations of this Sub-Sublease, the Sublease or the Master Lease relating to the Sub-Sublease Premises or the common areas of the Building and such failure continues for thirty (30) days after written notice (provided, however, if such default is incapable of being cured within 30 days, then Sub-Subtenant shall not be in default if Sub-Subtenant has commenced curative action within such thirty day period, continues diligently to complete the cure, and actually completes the cure within the period required by the Sublease or the Master Lease or if no such period is specified in the Sublease or the Master Lease, then within a

reasonable time); or (c) if Sub-Subtenant shall assign this Sub-Sublease or sub-sublet any portion of the Sub-Sublease Premises, except as permitted herein; or (d) if any petition shall be filed by or against Sub-Subtenant to declare Sub-Subtenant bankrupt or to delay, reduce, or modify Sub-Subtenant's debts or obligations or if any petition shall be filed or other action taken to reorganize or modify Sub-Subtenant's capital structure; or (e) if Sub-Subtenant admits in writing its inability to pay its debts, or if a receiver, trustee or other court appointee is appointed for all or a substantial part of Sub-Subtenant's property; or (f) if the leasehold interest of Sub-Subtenant is levied upon or attached by process of law; or (g) if Sub-Subtenant makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any proceedings are filed by or against Sub-Subtenant to declare Sub-Subtenant insolvent or unable to meet its debts; or (h) if a receiver or similar type of appointment or court appointee or nominee of any name or character is made for Sub-Subtenant or its property; provided, however, that if any of the events specified in (d), (e), (f), (g), and (h) occur as a result of any petition filed by an unrelated third party, such event shall not constitute an event of default if the petition is dismissed within 60 days.

- (b) **Remedies.** In the event of any default by Sub-Subtenant, Sub-Sublandlord shall be entitled not only to accelerate the balance of Fixed Rent to net present value but also to exercise any and all other rights and remedies available at law or in equity, and Sub-Subtenant shall be liable to Sub-Sublandlord for any obligations or liabilities of Sub-Sublandlord to Sublandlord occasioned thereby.

10. **Fire or Casualty/Eminent Domain.**

- (a) **Casualty.** In the event the Sub-Sublease Premises shall be destroyed or so damaged or injured by fire or other casualty, the provisions of the Sublease and the Master Lease shall apply such that Sub-Subtenant will look only to Landlord for reconstruction of the Sub-Sublease Premises if and to the extent provided for therein, and the Fixed Rent payable under this Sub-Sublease will abate to the extent that Sub-Sublandlord is entitled to an abatement of rent due from Sub-Sublandlord to Sublandlord under the Sublease as a result thereof. To the extent that Sub-Sublandlord shall be entitled to terminate the Sublease pursuant to the terms and conditions thereof as a result of a fire or other casualty, Sub-Subtenant shall have a corresponding right to terminate this Sub-Sublease.
- (b) **Condemnation.** If the whole or any part of the Sub-Sublease Premises shall be acquired by eminent domain, then and in that event this Sub-Sublease shall terminate if and to the extent that the Sublease shall terminate as to the Sublease Premises, or that the Master Lease shall terminate as to the Master Lease Premises, and Sub-Subtenant shall have no claim against Landlord, Sublandlord, Sub-Sublandlord or the condemning authority for any award for such taking.

11. **Attorneys' Fees.** In connection with any litigation arising out of this Sub-Sublease, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred, including reasonable attorneys' fees, which reasonable attorneys' fees shall include, but not be limited to, those reasonable attorneys' fees incurred by such

prevailing party for the services of its attorneys through all trial and appellate levels and post-judgment proceedings.

12. **Notices.** If it shall be necessary or desirable to send notices to Sub-Sublandlord or Sub-Subtenant, such notices shall be sent or delivered to the parties at the following addresses:

As to Sub-Sublandlord:

West Marine Products, Inc.

\_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

With a copy to:

West Marine Products, Inc.

\_\_\_\_\_

Attention: Legal Department

Email: \_\_\_\_\_

As to Sub-Subtenant:

City Of Fort Lauderdale, Florida

\_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

With a copy to:

City Attorney \_\_\_\_\_

1 East Broward, 16<sup>th</sup> Floor

Fort Lauderdale, Fl \_\_\_\_\_

Attention: City Attorney

Email: \_\_\_\_\_

The parties may change their notice address upon written notice to the other parties at its listed designated address. Notices shall be sufficient if delivered in person, or if sent by overnight courier or express mail service such as Fedex or UPS, or if sent by United States registered or certified mail, return receipt requested, or if sent by electronic transmission (email) with receipt confirmation.

Copies of all notices of default sent by either Sub-Subtenant or Sub-Sublandlord to the other party also shall be delivered to Landlord and Sublandlord. All notices and communications to Landlord and Sublandlord shall be sent or delivered to the respective notice addresses set forth in the Master Lease.

13. **Brokerage.** Sub-Subtenant and Sub-Sublandlord each represent and warrant to the other that such party has not dealt or consulted with any real estate broker or agent in connection with this Sub-Sublease other than Blanca Commercial Real Estate, Inc., as to Sub-Sublandlord, and Colliers International, as to Sub-Subtenant (the “*Disclosed Brokers*”). Sub-Subtenant and Sub-Sublandlord each indemnifies and agrees to hold harmless the other party from and against any claims by any real estate broker or agent other than the Disclosed Brokers claiming a commission or other form of compensation by virtue of having dealt with the party in breach of the foregoing warranty and representation with regard to the transaction that is the subject matter of this Sub-Sublease. Sub-Sublandlord shall be solely responsible for payment owed to the Disclosed Brokers. Payment of the commission shall be made as and when required by the terms and conditions of a separate agreement between Sub-Sublandlord and the Disclosed Brokers.
14. **Exculpation.** Sub-Subtenant may elect to seek enforcement of Sub-Subtenant’s rights and interests granted pursuant to this Sub-Sublease directly with Landlord and Sublandlord, but such direct enforcement shall not excuse Sub-Sublandlord of its obligation to preserve and maintain Sub-Subtenant’s rights and interests granted hereunder. No property or assets of Landlord or Sublandlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Sub-Subtenant’s rights under, or with respect to, this Sub-Sublease. If Landlord fails to honor its obligations under the Master Lease, including without limitation, its maintenance obligations, then Sub-Sublandlord agrees, at no cost or expense to Sub-Subtenant, to cooperate and work diligently and promptly with Sub-Subtenant, by and through the Sublandlord, to seek compliance under the Master Lease by the Landlord. Sub-Sublandlord shall indemnify on demand and hold harmless Sub-Subtenant against all liabilities or damages incurred by Sub-Subtenant therefrom.
15. **Consents and Approvals.** Whenever Sub-Sublandlord’s consent or approval is required hereunder, or where something must be done to Sub-Sublandlord’s satisfaction, unless otherwise expressly provided for in this Sub-Sublease, Sub-Sublandlord shall not unreasonably withhold, condition or delay such consent or approval; provided, however, that whenever the consent or approval of Landlord or Sublandlord, or any mortgagee, as the case may be, also is required pursuant to the terms of the Master Lease or the Sublease, if such consent or approval by Landlord, Sublandlord or any mortgagee is withheld or denied for any reason whatsoever, then Sub-Sublandlord shall not be deemed to be acting unreasonably if it shall also withhold or deny its consent or approval thereto. Sub-Subtenant shall pay (but not to exceed \$3,000) for any costs imposed by Landlord or Sublandlord in connection with obtaining any consent or approval from Landlord or Sublandlord as required under the Master Lease or the Sublease, in accordance with the terms thereof.
16. **Entire Agreement; Amendment.** This Sub-Sublease, with specific reference to the Master Lease and the Sublease, contains the entire agreement of the parties relating to the subject matter herein, supersedes all prior negotiations, conversations, correspondence and agreements, and shall bind and inure to the benefit of the parties hereto and their respective successors and/or assigns. No waiver or modification hereof shall be valid or effective, unless in writing, and signed by the party against whom such waiver or modification is to be enforced.

17. **Governing Law.** This Sub-Sublease shall be construed in accordance with the laws of the State of Florida. Sub-Sublandlord and Sub-Subtenant hereby consent to the jurisdiction of the courts and the State of Florida and agree that Broward County, Florida shall be proper venue in connection with any litigation between the parties concerning or arising under this Sublease or the Sublease Premises.
18. **Severability.** If any of the provisions of this Sub-Sublease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Sub-Sublease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Sub-Sublease shall be valid and enforceable to the fullest extent permitted by law.
19. **Counterparts.** This Sub-Sublease may be executed in counterparts which, when signed by both Sub-Sublandlord and Sub-Subtenant, will constitute a binding agreement. Either of the Parties may execute and deliver this Sub-Sublease electronically, whether using an electronic signature and delivery service such as DocuSign or eSignlive, or by use of electronically copied/saved and transmitted executed documents, such as by emailing a PDF of the signed Sub-Sublease. The parties agree that the actual execution and delivery of this Sub-Sublease by electronic means specifically will be governed by the Electronic Signatures in Global and National Commerce Act (ESIGN), 15 U.S.C. § 7001, and the governing law applicable to the remainder of this Sub-Sublease will be as otherwise stated herein.
20. **Jury Waiver.** THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THAT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OR, UNDER OR IN CONNECTION WITH THIS SUB-SUBLEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUB-SUBLANDLORD AND SUB-SUBTENANT TO ENTER INTO THIS SUB-SUBLEASE.
21. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present a health risk to persons exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.
22. **Public Entity Crime.** As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Sub-Sublease or performing any work in furtherance hereof, Sub-Sublandlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months

immediately preceding the Commencement Date. This notice is required by Section 287.133(3)(a), Florida Statutes.

23. **Sovereign Immunity**. Nothing herein shall be deemed a waiver of the Sub-Subtenant sovereign immunity pursuant to Section 768.28, Florida Statutes, as amended from time to time.
24. **Scrutinized Companies**. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Sub-Sublandlord certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes, as may be amended or revised. The Sub-Subtenant may terminate this Agreement at the Sub-Subtenant’s option if the Sub-Sublandlord is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israeli, has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revise.
25. **Florida Foreign Entities Act**. Pursuant to the Florida Foreign Entities Act, Sections 692.202-205, Florida Statutes, Foreign Principals of Foreign Countries of Concern are prohibited from owning or acquiring any interest in certain types of Florida real property. Sub-Sublandlord represents that neither it nor, to the best of Sub-Sublandlord’s knowledge, after due inquiry, any of Sub-Sublandlord’s principals, officers, directors, employees, subsidiaries, affiliates, agents or representatives, is a Foreign Principal as defined in the Florida Foreign Entities Act. Sub-Sublandlord further represents and warrants that it, to the best of Sub-Sublandlord’s knowledge, after due inquiry, its principals, officers, directors, employees, subsidiaries, affiliates, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Sub-Sublease with the Florida Foreign Entities Act, and Sub-Sublandlord has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with the Florida Foreign Entities Act and with the representations and warranties contained herein. Sub-Sublandlord shall not take any action or omit to take any action that it believes, in good faith, would be in violation of the Florida Foreign Entities Act. Sub-Sublandlord shall notify Sub-Subtenant immediately of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 25. Sub-Subtenant shall have the right to unilaterally terminate this Sub-Sublease and/or pursue any other remedies available to it at law or in equity in the event of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 25. Sub-Sublandlord acknowledges that Sub-Subtenant will rely upon the foregoing representations and



warranties to establish Sub-Sublandlord's compliance with the Florida Foreign Entities Act.

26. **Including**. The word or words "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Sub-Sublease as of the Effective Date.

**SUB-SUBLANDLORD:**

**WEST MARINE PRODUCTS, INC.**, a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUB-SUBTENANT:**

**CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

Date: \_\_\_\_\_, 2023

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

**SCHEDULE A**

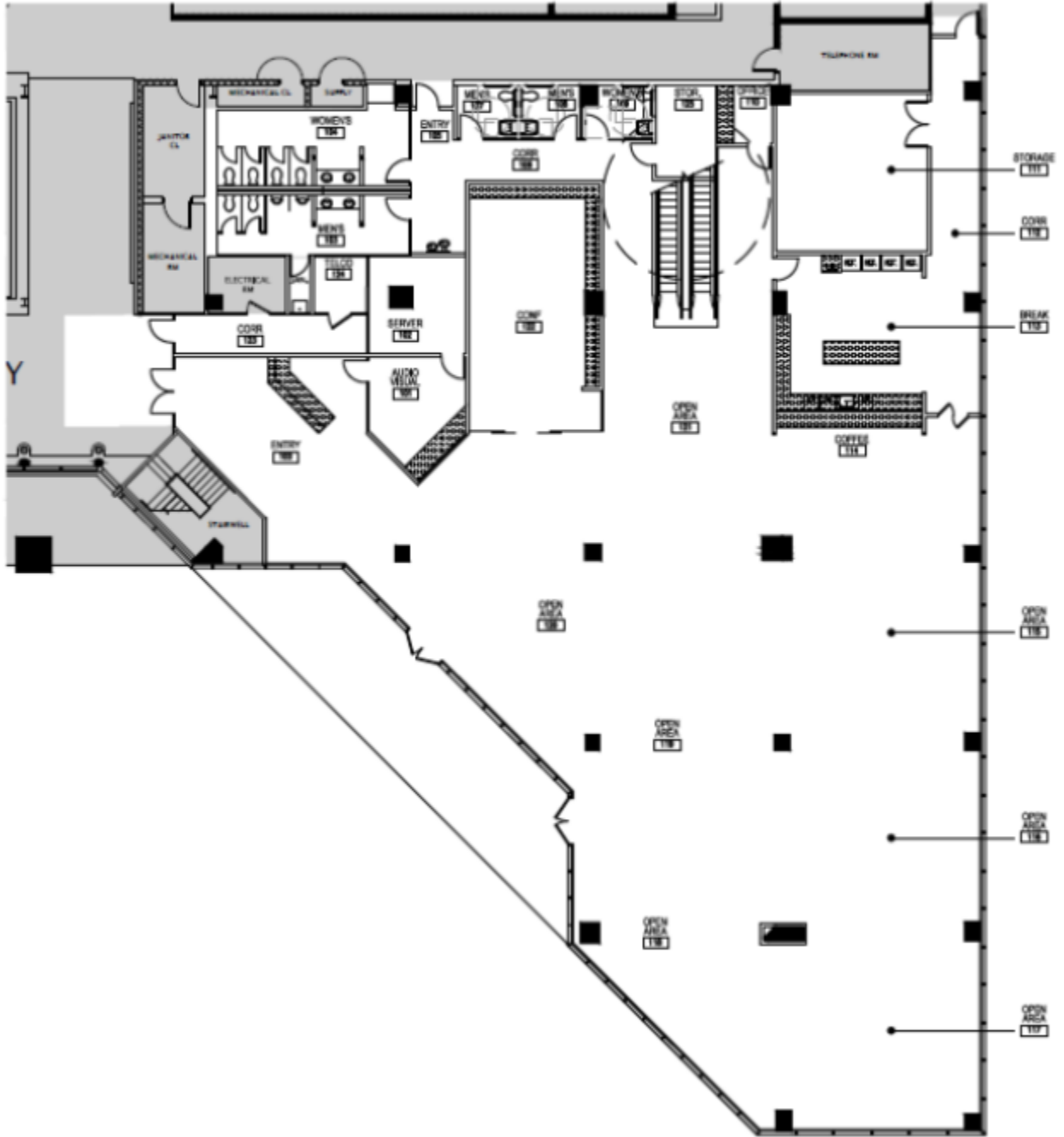
**SUBLEASE**

*[to be attached]*

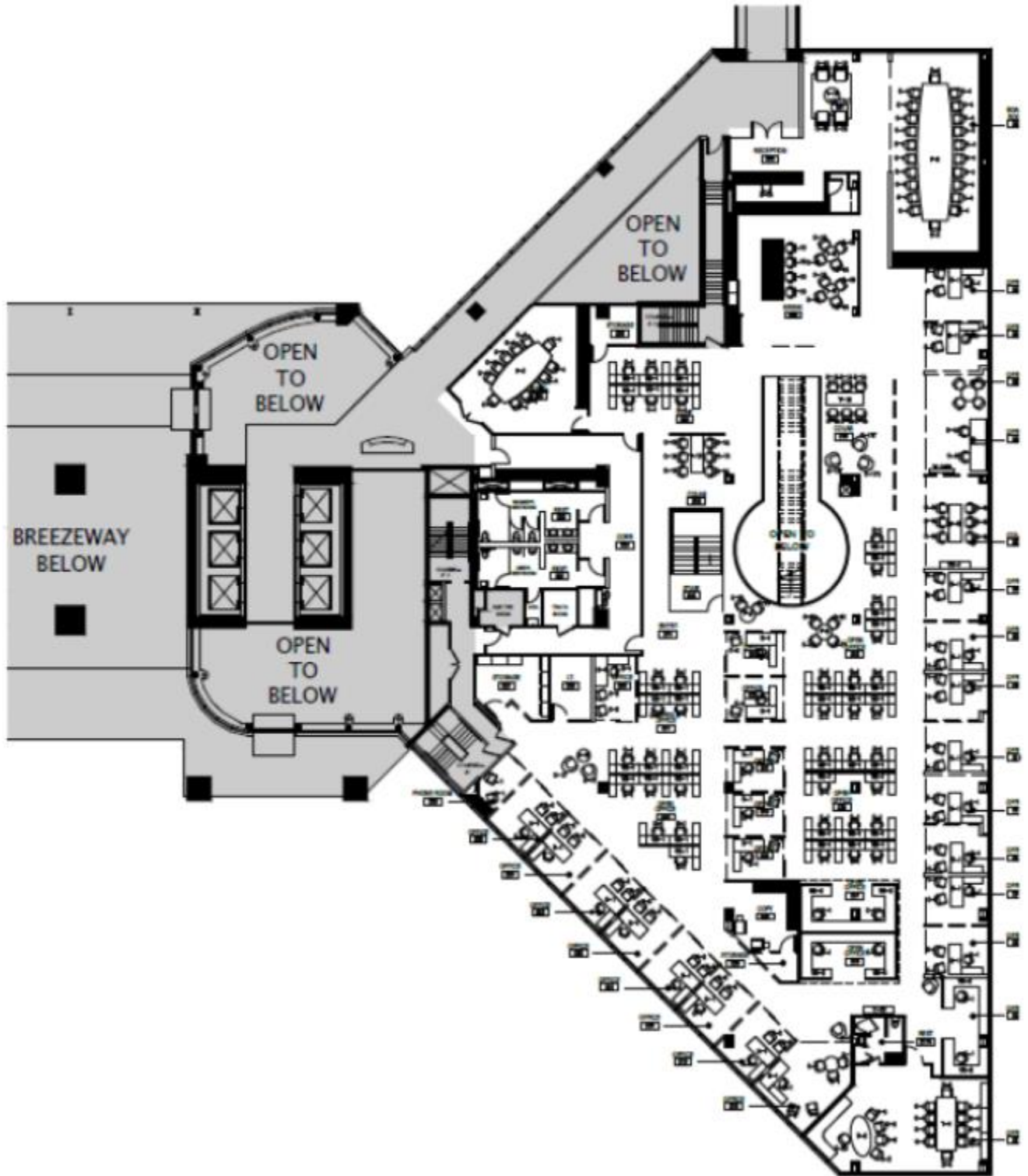
SCHEDULE B

SUB-SUBLEASE PREMISES

1ST FLOOR — 12,583 RSF



2ND FLOOR — 20,198 RSF



**SCHEDULE C**

**INCLUDED PROPERTY**

*[to be provided]*

**SCHEDULE D**

**INTENTIONALLY OMITTED**